

TERMS & CONDITIONS FOR MEMBERS AND LISTED SUPPLIERS



AGREEMENT:

The agreement between the Customer and the Company constituted by the completed Application Form / Contract.

CUSTOMER:

An Organisation or Person identified as such and whose details are set out on the Application Form / Contract. Members have applied for and undertaken the Approval Process and benefit from the advantages of Membership, whereas Listed Customers have applied for a non-approved listing only and not undertaken the Approval Process.

CONDITIONS:

Standard terms and conditions set out herein. These conditions may be amended, substituted or supplemented from time to time by the Company upon reasonable notice.

DATA:

The submitted information given by the Customer on the Application Form / Contract and any Database Submission

THE COMPANY:

techtick limited, 130 Old Street, London. Registered no: 10833338.

APPROVAL PROCESS

For Membership, this is the process of client feedback, checks and Customer commitments as periodically laid out on our website and literature.

THE DATABASE:

Internet database listings available to the public via the internet, or computer database listings held by The Company and periodically made available to user enquiries by other means.

USER:

Persons or entities using the Database via the internet, or acting on the use of the Company's Marketing Material by the Customer.

MARKETING MATERIAL:

Materials provided by the Company to the Customer including but not limited to: any Company logos, certificates or other materials.

VAT:

Value added tax at current English rate.

AGREEMENT

a. By signing the Application Form / Contract the Customer has made an irrevocable offer to the Company to enter into this agreement. The Company shall be entitled to refuse the Customer's offer and this agreement shall not commence until the Company has confirmed acceptance of your offer.

b. This Agreement shall commence from the date of the invoice confirming acceptance of your offer and last for 12 months. The Term shall automatically renew on each anniversary unless the Company receives three months written notice to cancel. The minimum term of any Agreement, including monthly payment plans, shall not be less than 12 months and after this period the contract can be cancelled with 3 months written notice. Any changes required to any details held by the Company

must be notified in writing to the Company 30 days prior to any details being amended on the database or in our records.

c. Any renewal of the Agreement beyond 12 months shall be at the absolute discretion of the Company which shall not be obliged to give any reason for declining a renewal and may withdraw without notice at the end of any anniversary of the commencement date.

d. When the Application Form / Contract has been signed by the Customer, this agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

e. The Customer confirms that it has not entered into this agreement upon reliance of any representation made by the Company other than those which are in writing. All descriptions and other information in the Company's catalogues and publicity material are illustrations only and do not form part of this Agreement.

f. No variation of this agreement shall be binding unless agreed in writing between a director of the Company and the Customer.

g. No Agreement exists between the parties until payment of any invoice issued on commencement is received in cleared funds and, in the case of Membership, the Company has successfully completed its Approval Process and has confirmed in writing that the Customer has been accepted.

THE DATABASE

a. The Company provides a service to deliver the Data they have been given to Users in the form of an entry in the Database available through the internet and periodically through other user requested communications. Data may also be used in any publicity/promotional material the Company uses to promote the service including social media, PR, printed marketing materials and all forms of media.

b. The Company shall at its sole discretion respond to any requests from Users for information as to Customers.

PRICE

a. The price will be as published on the Company's website. Any variation may only be agreed in writing between a director of the Company and the Customer.

b. Any change of VAT rate between the signing of the Application Form / Contract Form and the commencement date will be charged to the customer at the prevailing rate upon commencement.

PAYMENT

a. Payments will be as detailed as per the Company's invoice, based upon the Customers selection of monthly or annual payments.

b. Any discounts given by the Company are at the Company's discretion to cancel and shall only be valid if confirmed by a Director of the Company and the Customer's payment account is up to date.

c. Without prejudice to any right of the Company, we shall be entitled to charge interest on all overdue payments at a rate of 5 per cent per annum above the base rate at Barclays Bank, such Interest to accrue daily from the date the amount is due until it is paid in full.

d. Payment shall be made on the signing of this Agreement, unless specific agreement is made for payment by monthly instalments. Failure to meet any one instalment shall mean that the full balance payable under the Agreement becomes due and payable forthwith and for the avoidance of doubt the minimum Agreement term is 12 months and the written notice period is 3 months with the monthly payment option.

e. Accepted payment methods are: Cheque/Credit Card/Debit Card/BACS or Direct Debit. All to be paid within 20 days from the invoice date. Direct Debit or repeat card payments will be collected over a 12 month period. Payments that are rejected by a Customer's bank for whatever reason will be requested to be paid by an alternative method, or a further claim by Direct Debit will automatically be made within 7 days.

f. Payment is required prior to the Company's services being provided and non-payment will result in suspension of membership and/or listings. All liabilities and monies due will still accrue whilst payment is outstanding due to suspension.

g. In the case of approval of membership not being granted at the end of the Approval Process then 50% of the annual membership price on the application is due. In the case where full annual payment has been made then the Company will refund the 50% to the Customer within 20 days and provide a basic listing for 2 years for the specialisms originally applied for. In the case that payment is made by monthly instalment then the Customer confirms that payments will continue until this 50% liability is settled.

h. In the case that the membership of a Customer is suspended or terminated during the Agreement due to failure to comply with the Code of Ethics, maintain the terms detailed in the Approval Process, by a pattern of feedback and behaviour that is not in keeping with the Company's standards, or undermines the schemes reputation, then no refunds will be made.

INDEMNITIES

a. The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims and liabilities of any nature arising out of any connection made between the Customer and the User or any third party involved.

LIABILITIES OF THE COMPANY

The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) Any breach of the Contract howsoever arising; and
(b) Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. Nothing in these conditions excludes or limits the liability of the Company for:

(a) Death or personal injury caused by the Company's negligence; or
(b) Fraud or fraudulent misrepresentation.

Subject to conditions set out at (a) and (b) directly above:

(a) The Company shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract and misrepresentation (whether innocent or negligent) or otherwise for:

(i) Loss of profits; or
(ii) Loss of business; or
(iii) Depletion of goodwill or similar losses; or
(iv) Loss of anticipated savings; or
(v) Loss of contract; or
(vi) Loss or corruption of data or information; or
(vii) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) The Company's total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total fees received from the Customer under this agreement to date.

USE OF DATA AND SERVICE PROVISION

a. The Customer irrevocably gives permission for the Company during the term of this Agreement to use the Data in accordance with the Agreement.

b. The Customer authorises, and the Company reserves the right to, publish on its website or elsewhere any feedback provided to it.

c. The Company shall not be liable to the Customer for damages or any losses suffered as a result of the publication of User's feedback on its website or elsewhere.

d. The approval of Membership will be at the sole discretion of the Company after following the Approval Process.

e. The Company reserves the right to suspend or terminate membership or listing of the Customer in the event that the Customer does not comply with the Code of Ethics, maintain the terms detailed in

the Approval Process, by a pattern of feedback and behaviour that is not in keeping with the Company's standards, or undermines the schemes reputation.

f. The use of techtick's logo & any marketing materials is permitted ONLY whilst full Membership is held and all fees have been paid up to date. Members must only use the logo's and market themselves as approved in the sectors and specialisms specifically approved and notified to the Customer by the Company. All Marketing Materials must be used in line with the written guidance provided by techtick from time to time. Listed Customers do not have any right to use the techtick logo or collateral. All items containing the Company brand or trademarks should be removed immediately, and the Customer should not promote themselves as techtick approved, if membership expires or is terminated. Failure to do so, or using the Marketing Materials by a Listed Customer is an infringement of the trademark in accordance with the 'Trademarks Act 1994' and we may inform Trading Standards or any other applicable authority and you shall indemnify the Company against any costs and damages involved in enforcing the Company's rights and interests.

CUSTOMER'S WARRANTIES

- a. The Customer warrants to the Company that the Data is accurate in all aspects, is not misleading and shall keep the Company informed promptly of any matters that could affect their Membership or Listing.
- b. The Customer warrants that Data provided by the Company does not infringe any right of any third party.
- c. Members agree to conduct their services to the User to the highest professional standards and according to the following guidelines: the Code of Ethics (as detailed on the website), in accordance with maintaining the standards in the Approval Process, best practise in your particular sector and in good faith & compliance with any applicable codes and regulations associated with your profession whether mandatory or otherwise.

TERMINATION

- a. This Agreement may be terminated forthwith by the Company on giving notice in writing to the Customer under the following circumstances:
 - (i) The Customer has committed a breach of any of its obligations under the Agreement.
 - (ii) The Customer go into liquidation or
 - (iii) Have a receiver or administrator appointed, or
 - (iv) Commit any act of bankruptcy
 - (v) The Customer ceases, or threatens to cease, to trade or they are refused professional indemnity insurance or are removed from any professional body or accreditation or
 - (v) Shall die.
- b. Termination of this Agreement shall be without prejudice to the rights of either party, which accrued prior to the date of termination.
- c. Termination of this Agreement may be made by the Company, at its sole discretion, if the Company considers that the Customer has not conducted their services to the User within the Terms of the Code of Ethics, fails to maintain the terms detailed in the Approval Process, has a serious or pattern of negative User feedback, or in a manner which is likely to damage the reputation of the scheme
- d. The Company has the right to Terminate this Agreement immediately if the Company discovers that information provided by the Customer is inaccurate, misleading or false.
The Customer commits to ensuring their details remain accurate and up to date throughout the Term.

GENERAL

- a. The validity and performance of this Agreement shall be governed in all respects by the law in England.